

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

Pro Se Intake Unit
U.S. District Court, Southern District of New York
40 Foley Square, Room 105
New York, NY 10007

DEVI NAMPIAPARAMPIL
Plaintiff

Case No: 23-CV-6391

-against-

Letter re: Notice of Pro Se Appearance

N.Y.C. CAMPAIGN FINANCE BOARD
DAVID DUHALDE, in his official capacity,
HANNAH EGERTON, in her official capacity,
AMY LOPREST, in her official capacity,
BETHANY PERSKIE, in her official capacity,
FREDERICK SCHAFFER, in his official capacity,
MATTHEW SOLLARS, in his official capacity, &
JACLYN WILLIAMS, in her official capacity
Defendants

Hon. Edgardo Ramos
United States District Judge for the Southern District of New York
40 Foley Square, Room 610
New York, NY 10007

Dear Judge Ramos:

I am respectfully confirming that I will be proceeding Pro Se in this matter. I am writing for two reasons:

- 1) To state that there is a small but distinct possibility that I may obtain new counsel, and
- 2) To emphasize that the reason I am proceeding pro se at this time differs from the reason I appeared pro se in past litigation with the Defendant, the N.Y.C. Campaign Finance Board.

On the first matter, yesterday evening (12/20/23), an attorney for the Foundation for Individual Rights and Expression (FIRE), a group based out of Philadelphia and Washington, D.C., emailed me that he will see if anyone in their network is available to help with this case. Given the timing and the holidays, the likelihood seems low, but I still wanted to inform the Court.

On the second matter, I appreciate the work of my former attorneys at Holwell Shuster & Goldberg (HSG). However, I could not continue with the firm because of the costs. I also cannot afford to hire new counsel with similar experience and fees and to start from scratch.

I have paid HSG \$151,690.33 from my savings to examine my case, to draft and file a Complaint on my behalf, and to engage in “procedural skirmishes.” I may have approximately \$150,000 in additional pending charges although this is unclear.

In the early days of the COVID pandemic, I depleted the savings I accumulated over a 20-year medical career by providing free care, as well as subsidized medical care, for hundreds of medically frail patients who would otherwise have been forced to seek medical care in crowded Emergency Rooms. That could have been a death sentence for them at that time. I have been using the rest of my savings to pay for childcare and other services for two dependent children (ages 3 and 5), to defray the costs of medical and living expenses for my parents (ages 76 and 85), to compensate my employees and independent contractors as a small business owner hit by the consequences of relative lockdowns, and to cover overhead for my medical practice so we can provide medical care to over 2500 patients. These losses have been compounded by the Defendant, as explained in the Complaint.

On numerous occasions, I thanked HSG for taking my case seriously. In October 2023, I expressed financial concerns about the firm’s approach. The firm offered me entry to its Pro Bono program. However, there were conditions I needed to agree to that could leave me worse off if I won the case than if I lost. HSG gave me the option of paying a second law firm to work in concert with them. Both options were unaffordable.

On November 20, 2023, even though I had asked for one, I did not have a cost estimate for the Opposition papers, which were due on December 1, 2023 at that time. This made me even more concerned about the time and the cost. For those reasons and because I could not risk participating in the Pro Bono program, I terminated my relationship with HSG.

Respectfully submitted,

/s/ Devi Nampiaparampil

Devi Nampiaparampil

12/21/23

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Cc (by ECF and email): Counsel for Defendants

Cc (by email): Blair E. Kaminsky, Brian T. Goldman, and Arian Soroush for HSG